

LEASE AGREEMENT

THE STATE OF TEXAS #

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF POLK #

THIS AGREEMENT, by and between ROGER WIEGREFFE, referred to as Lessor, and the COUNTY OF POLK, STATE OF TEXAS, hereinafter referred to as Lessee:

W I T N E S S E T H :

That Lessor does, by these presents, lease and demise unto Lessee, the following property, lying and being situated in the City of Livingston, County of Polk, State of Texas, and being more particularly described as follows:

Being 25 parking spaces at 321 North Beatty Avenue,  
Livingston, Polk County, Texas;

for a term of one (1) year beginning on the 1<sup>st</sup> day of July, 2021, and ending on the 30<sup>th</sup> day June, 2022, to be occupied for the purpose of operating an automobile parking lot for the general public using the Polk County Courthouse and/or Judicial Center, and said premises are to be used in no other manner and for no other purposes whatsoever, without prior written consent of Lessor, for the following considerations and covenants:

1.

Lessee shall pay Two Hundred and No/100 (\$200.00) Dollars per month at Lessor's place of business in Livingston, Polk County, Texas, for a period of twelve (12) months, beginning on the 1<sup>st</sup> day of July, 2021.

2.

Lessee agrees to accept possession of the demised premises in its present condition.

3.

Lessor hereby covenants and agrees that Lessee shall and will, upon payment of all of the rents herein provided to be paid by Lessee, and upon fully observing and performing the covenants and agreements herein provided to be observed and performed by Lessee, quietly and peaceably possess and enjoy said above demised premises, unless said lease be sooner terminated, under and in accordance with any of the provisions herein elsewhere contained providing for such termination.

4.

This agreement of lease may be renewed at the end of such one (1) year period by Lessee notifying Lessor of its desire to renew, upon thirty (30) days' written notice prior to the expiration of the lease term, upon the same terms and conditions of this lease; however, the monthly rental shall be renegotiated by the parties.

5.

Lessor shall pay and fully discharge all ad valorem taxes of every character against the land during the term of this lease. Lessor shall pay all such taxes, charges and assessments to the public office charged with the collection thereof not less than ten (10) days before the same shall become delinquent, and Lessor agrees to indemnify and save harmless Lessee from all such taxes, charges, and assessments. Lessor shall have the right in good faith, at his cost and expense, to contest any such taxes, charges, and assessments, and shall be obligated to pay the contested amount, only if and when finally determined to be due.

6.

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

7.

In the event Lessor or Lessee breach any of the terms of this agreement, whereby the party not in default employs attorneys to protect or enforce their rights hereunder and prevail, then the defaulting party agrees to pay to the other party reasonable attorney's fees so incurred by such other party.

8.

This lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, where permitted by this agreement.

9.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Polk County, Texas.

10.

In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

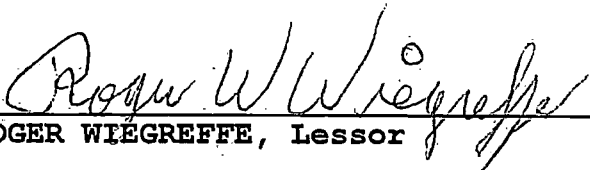
12.

No amendment, modification, or alteration of the terms hereof shall be binding, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

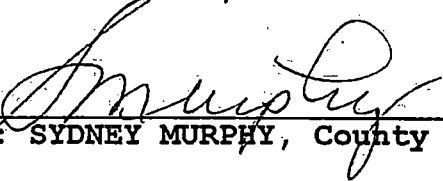
13.

Time is of the essence of this lease.

EXECUTED this the 22<sup>nd</sup> day of June, 2021.

  
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ROGER WIEGREFFE, Lessor

COUNTY OF POLK, Lessee

  
\_\_\_\_\_  
BY: SYDNEY MURPHY, County Judge

ATTEST:

  
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SCHELANA HOCK, County Clerk